



Price Agreement Amendment

Page 1 of 1
Printed: 9/9/2002

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
CAPITOL HILL
PROVIDENCE RI 02908

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VERIZON NE INC
185 FRANKLIN ST
BOSTON MA 02111

TELE SVC/ TOLL & BILL SVC

Amendment Date: 09/05/2002
Original Award Date: 08/25/2000
Buyer: MOYNIHAN, JEROME D
Phone #: (401) 222 - 2142 ext. 119
FOB: F.O.B., Destination

Terms: Net 30

Change Order Number

2

Award Number

68M00211156

Effective Period:

09/18/2000 - 08/28/2004

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ADMINISTRATION
MASTER PRICE AGREEMENT
RELEASE AGAINST RI MPA

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ADMINISTRATION
MASTER PRICE AGREEMENT
RELEASE AGAINST RI MPA

Change Order Note: CHANGE ORDER #2

Department				Bid Number	C/O Req #
ADMINISTRATION		MPA-307		10481	
Item	Class-Item	Bid #	Requisition #	Unit	Unit Price
	CHANGE ORDER #2 CHANGE TO PO #68M00211156 DATED 8/25/00. EFFECTIVE PERIOD HAS BEEN MODIFIED: FROM: 9/18/00 - 8/28/02 TO: 9/18/00 - 8/28/04				

This Notice of Award/Purchase Order is issued in accordance with the specific requirements described herein and the State's Purchasing Regulations and General Conditions of Purchase, copies of which are available at www.purchasing.state.ri.us. Delivery of goods or services as described herein shall be deemed acceptance of these requirements.

STATE PURCHASING AGENT/DESIGNEE

ACCOUNTING

DATE RELEASED

**STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
PRICE AGREEMENT AMENDMENT**

EFFECTIVE DATE OF AMENDMENT: 8/28/01

MPA #307

APA #

AMENDMENT NUMBER: 1

CURRENT AGREEMENT PERIOD: 9/18/00 to 8/28/01

COMMODITY/SERVICE DESCRIPTION: TELEPHONE SERVICES/TOLL AND BILLING

BUYER: JEROME E. MOYNIHAN/act

Telephone No. (401) 222-2142 ext. 119

APPROVED FOR THE STATE OF RHODE ISLAND: Jerome D. Moynihan

Administrator, Purchasing Systems

BILLING REFERENCE NO.	VENDOR(S) ADDRESS	TELEPHONE
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**VERIZON NEW ENGLAND
185 FRANKLIN STREET
BOSTON, MA 02111**

This is a notice of award amendment, not an order. The Price Agreement named above is hereby amended and/or modified as follows:

[X] The agreement period has been modified FROM: 9/18/00 to 8/28/01

TO: 9/18/00 to 8/28/02

[] The list of items covered and/or pricing for the items covered by the agreement has been modified. The items and/or prices authorized as of the date of the issuance of this amendment are as reflected in Attachment A – Pricing, attached hereto.

[] Other.

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Master Price Agreement – MPA #307-2-10481

Agency Price Agreement – APA #

COMMODITY/SERVICE DESCRIPTION: TELEPHONE SERVICES/TOLL AND BILLING SERVICES**DATE ISSUED: 8/25/00****AGREEMENT PERIOD: 9/18/00 – 8/28/01 (WITH OPTION TO
RENEW FOR 4 ADDITIONAL 12-MONTH
PERIODS)****BUYER: JEROME D. MOYNIHAN/act Telephone No. (401) 222-2142 ext. 119****APPROVED FOR THE STATE OF RHODE ISLAND: Peter S. Corr**

This is a notice of award, not an order. Any quantity reference in the agreement or in the bid preceding it are estimates only and do not represent a commitment on the part of the state to any level of billing activity, other than for quantities or volumes specifically released during the term. No action is to be taken except as specifically authorized, as described herein under **AUTHORIZATION AND RELEASE**

BILLING REFERENCE NO.	VENDOR(S) ADDRESS	TELEPHONE
307-2-10481-1	VERIZON NEW ENGLAND 185 FRANKLIN STREET BOSTON, MA 02111	TELEPHONE #: 401-455-4541 TERMS: NET 30

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Master Price Agreement – MPA #307-2-10481

Agency Price Agreement – APA #

ENTIRE AGREEMENT - This NOTICE OF AWARD, with all attachments, and any release(s) against it shall be subject to: (1) the specifications, terms and conditions set forth in Request/Bid Number 10481, (2) the General Terms and Conditions of Contracts for the State of Rhode Island (3) all provisions of, and the Rules and Regulations promulgated pursuant to, Title 37, Chapter 2 of the General Laws of the State of Rhode Island AND (4) any Special Instructions or Provisions contained herein. This NOTICE shall constitute the entire agreement between the State of Rhode Island and the Vendor. No assignment of rights or responsibility will be permitted except with the express written permission of the State Purchasing Agent or his designee.

SCOPE AND LIMITATIONS - This Agreement covers requirements as described herein, ordered by State agencies (or political subdivisions of the State) during the Agreement Period. No additional or alternative requirements are covered, unless added to the Agreement by formal amendment by the State Purchasing Agent or his designee.

If this is a Master Price Agreement (MPA), Political Subdivisions (cities, towns, schools, quasi-public agencies), as authorized by law, may participate in this Agreement. All ordering and billing shall be between the vendor and the political subdivision (only).

CANCELLATION, TERMINATION and EXTENSION - This Price Agreement shall automatically terminate as of the date(s) described under **AGREEMENT PERIOD** unless this Price Agreement is altered by formal amendment by the State Purchasing Agent or his designee upon mutual agreement between the State and the Vendor.

PRODUCT ACCEPTANCE - All merchandise offered or otherwise provided shall be new, of prime manufacture, and of first quality unless otherwise specified by the State. The State reserves the right to reject all nonconforming goods, and to cause their return for credit or replacement, at the State's option.

- a) Failure by the state to discover latent defect(s) or concealed damage or non-conformance shall not foreclose the State's right to subsequently reject the goods in question.
- b) Formal or informal acceptance by the State of non-conforming goods shall not constitute a precedent for successive receipts or procurements.

Where the vendor fails to promptly cure the defect or replace the goods, the State reserves the right to cancel the Release, contract with a different vendor, and to invoice the original vendor for any differential in price over the original contract price.

INSURANCE - If this is an Agency Price Agreement (APA), annual renewal insurance certificates for Workers' Compensation, Public Liability, Property Damage Insurance, Auto Insurance, etc., must be submitted to the specific agency identified in the "Bill To" section of this agreement. If this is a Master Price Agreement (MPA), send to the appropriate Buyer at the address named below for submitting reports. Certificates are annually due prior to the beginning of any contract period beyond the initial twelve-month period of this contract. Failure to provide annual insurance certification may be grounds for cancellation.

ORDER AUTHORIZATION AND RELEASE AGAINST PRICING AGREEMENT

In no event shall the Vendor deliver goods or provide service until such time as a duly authorized release document is certified by the ordering Agency.

PRICING - All pricing shall be as described in Attachment A - Pricing, and is considered to be fixed and firm for the term of the Agreement, unless specifically noted to the contrary herein. All prices include prepaid freight. Freight, taxes, surcharges, or other additional charges will not be honored unless reflected in Attachment A.

INVOICING - Vendor will obtain "ship to" and "bill to" information from each participating agency. All invoices shall reference the Customer Account Number(s), Price Agreement number, the item(s) covered, and the unit pricing in the same format as described in Attachment A - Pricing. Invoices for items not received or for work not yet performed will not be honored.

SPECIAL TERMS/INSTRUCTIONS/REQUIREMENTS

N/A

State of Rhode Island – Master Service Agreement

USAGE: (Contract Term Expires August 28, 2001)

<u>Service:</u>	<u>Annual Commitment:</u>	<u>Rate:</u>
<u>From Centrex, PRI, or Flexpath Service Locations</u>		
Local Calling, or	35,932,00 minutes	
IntraLATA Toll	included in above minutes	\$.02 per minute
800/Valueflex	1,450,000 minutes	\$.06 per minute
<u>From 1MB or Analog Trunk Service Locations:</u>		
Local Calling, or		
Intralata Toll	14,632,000	\$.035 per minute
800/Valueflex	same rate as above, commitments included.	

Please note: The Customer shall be billed for the actual one-second callind increments, and there is no additional per-message charge.

Contract Extension May Be Exercised By Customer- There are four (4) one-year extensions available in this amended agreement. The monthly rates provided, above, apply to each extension. The second Amendment extends the current contract term and continues until August 28, 2001. Then there are four (4) one-year extension options available to the Customer. All other terms and conditions of this agreement shall remain in full force and effect under these extensions unless otherwise so noted. Customer shall notify Verizon, in writing, to:

“Verizon Network Services, Inc.,
2980 Fairview Park Drive, Floor 7
Falls Church, VA., 22042
ATTN.: Director, Contracts ”

at least ninety (90) days prior to the expiration of the then- current extension of Customer's intent to terminate this agreement, or the annual extension option shall be automatically exercised.